

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION- DETROIT**

In re:

CITY OF DETROIT, MICHIGAN

Debtor.

Chapter 9

Case No. 13-53846

Hon. Thomas J. Tucker

**STIPULATION (A) RESOLVING NTH CONSULTANTS, LTD'S
OBJECTION TO AMOUNTS OF CURE AMOUNT CLAIMS IN
CONNECTION WITH PROPOSED ASSUMPTION OF AGREEMENTS
AND (B) APPROVING ASSUMPTION OF CONTRACT**

NOW COME, the City of Detroit (“Debtor”), the City of Detroit Water and Sewerage Department (“DWSD”), and NTH Consultants, Ltd. (“NTH”), by and through their respective counsel, and hereby stipulate and agree to the following:

WHEREAS, pre-petition the Debtor, by and through DWSD, entered into a contract (Contract No. 2799263) with NTH for consulting services (“Contract”);

WHEREAS, on November 21, 2014, the Debtor filed the Notice of Filing Non-Exclusive List of Executory Contracts and Unexpired Leases to be Assumed Pursuant to Eighth Amended Plan for the Adjustment of Debts of the City of Detroit (“Notice”) (Docket No. 8387);

WHEREAS, the Contract was listed on the Notice with a cure amount of \$0.00;

WHEREAS, on December 23, 2014, NTH filed an Objection to Amounts of Cure Amount Claims in Connection with Proposed Assumption of Agreements (“Objection”), in which it asserted that it is owed One Hundred Eighty Seven Thousand Six Hundred Fifty Six Dollars and 63/100 (\$187,656.63) by DWSD under the Contract and that, pursuant to 11 U.S.C. §365(b), such amount must be paid to NTH for the Contract to be assumed;

WHEREAS, NTH, the Debtor, and DWSD wish to resolve the Objection and have been engaged in settlement negotiations to do so;

NOW THEREFORE;

IT IS HEREBY AGREED that the Contract is assumed by the Debtor, by and through DWSD, as of December 10, 2014.

IT IS FURTHER AGREED that there has been no default under the Contract; however, DWSD shall pay to NTH the sum of One Hundred Seventy Seven Thousand Three Hundred Seventy Seven Dollars and 13/100 (\$177,377.13) in the ordinary course of business for work performed under Task 1, Task 8, and Task 6 of the Contract;

IT IS FURTHER AGREED that the remaining \$10,279.50 that NTH claimed as due in the Objection for alleged work performed under Task 4 of the Contract is not due and owing to NTH by DWSD at this time;

IT IS FURTHER AGREED that DWSD's agreement to pay NTH One Hundred Seventy Seven Thousand Three Hundred Seventy Seven Dollars and 13/100 (\$177,377.13) in the manner set forth herein resolves the Objection;

STIPULATED AND AGREED TO ON APRIL 3, 2015 BY:

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**UNITED STATES BANKRUPTCY COURT
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In re:

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**ORDER (A) RESOLVING NTH CONSULTANTS, LTD'S OBJECTION TO
AMOUNTS OF CURE AMOUNT CLAIMS IN CONNECTION WITH
PROPOSED ASSUMPTION OF AGREEMENTS AND
(B) APPROVING ASSUMPTION OF CONTRACT**

This matter having come before the Court on NTH Consultants, Ltd.'s ("NTH") Objection to Amounts of Cure Amount Claims in Connection with Proposed Assumption of Agreements ("Objection"); NTH having alleged that it is owed One Hundred Eighty Seven Thousand Six Hundred Fifty Six Dollars and 63/100 (\$187,656.63) by the City of Detroit Water and Sewerage Department ("DWSD") under a pre-petition contract entered into between the City of Detroit ("Debtor"), by and through DWSD, and NTH (Contract No. 2799263)("Contract") and that such amount must be paid for the Contract to the assumed; the Debtor, DWSD, and NTH having engaged in settlement negotiations to resolve the Objection; and the Court being otherwise fully advised in the premises;

IT IS HEREBY ORDERED that the Contract is assumed by the Debtor, by and through DWSD, as of December 10, 2014;

IT IS FURTHER ORDERED that neither the Debtor nor DWSD is in default under the Contract; however, DWSD shall pay to NTH the sum of One Hundred Seventy Seven Thousand Three Hundred Seventy Seven Dollars and 13/100 (\$177,377.13) in the ordinary course of business for work performed under Task 1, Task 8, and Task 6 of the Contract;

IT IS FURTHER ORDERED that the remaining \$10,279.50 that NTH claimed was due in the Objection for alleged work performed under Task 4 of the Contract is not due and owing to NTH by DWSD at this time;

IT IS FURTHER ORDERED that DWSD's agreement to pay NTH One Hundred Seventy Seven Thousand Three Hundred Seventy Seven Dollars and 13/100 (\$177,377.13) in the manner set forth herein resolves the Objection.